REC'D NOV 1 4 2008

REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
	East Millinocket School Department
	Medway School Department
	Millinocket School Department
	-
·	·

Contact Information:

RPC Co-Chairs

Name:

William Hamlin

Mark Marston

Address:

13 Spruce Street

14 High Street

East Millinocket 04430

East Millinocket 04430

Telephone:

746-3406

746-3944

email:

whamlin@verizon.net

stwinbound@verizon.net

Date Plan Submitted:

November 14, 2008

Proposed Alternative Organizational Structure Operational Date: July 1, 2009

	Mille Board Chase Signature/Title		Millmakt Millmaket
	Signature/Title B. Veyrers M.11. Bar		Millmorket
(Signature/Title Signature/Title	Date A / Noclot	3 Millmaxe+
	Signature/Title	Date	SAU

planta.			
Ž.	Joh & Shul	11/1/08	East Millinot pet
M.	Signature/Title	Date /	SAU
	Hund S. Sym	11/07/08	East Millinocket
	Signature/Title	Date /	11
	News III - Eggs	11/07/08	Medagas
	Signature/Tiple	Date /	SAU SAU
	Signatifie/Title	Date	SAU
	Allion Frank	1//12/08	East Millinocket
	VSignature/Title	Date /	SAU
	Miller III. Work	11/12/08	1 Kedway
	Signature/Title	Date	SAU
	John mohod	11/12/08	EAST mallwocker
	Signature/Title	Date	SAU
	Lheavy M Lordy Mechway Boxed Chair Signature/Title	- 11/13/08	Midwy SAU
		ı /	·
	Christini M. Kuch Via Signature/Title	11/13/08	<u>Medway</u>
er.	Signature/Title	Date	SAU /
E			
	Signature/Title	Date	SAU
	Signature/Title	Date	SAU
	Signature/Title	Date	SAU

Reorganization Plan for Alternative Organizational Structure Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

	Required Elements						
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in Alternative Organizational Structure						
3.A(2)	(AOS) Size of governing body Composition of governing body						
3.A(3)	Apportionment of governing body Method of voting of the governing body				뷥		
3.A(4)	Composition of local school committees		\boxtimes				
	Powers of local school committees Duties of local school committees		\boxtimes				
3.A(5)	Disposition of real & personal school property		\boxtimes				
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		\boxtimes				
	Disposition of lease-purchase obligations (if not using provisions of section 1506)						
3.A(7)	Assignment of school personnel contracts Assignment of school collective bargaining agreements		\boxtimes				
	Assignment of other school contractual obligations		\boxtimes				
3.A(8)	Disposition of existing school funds and existing financial obligations		\boxtimes				
3.A(9)	Transition plan that addresses the development of a budget for the first school year		\boxtimes				
	Transition plan that addresses interim personnel policies		\boxtimes				
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan						
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		\boxtimes				
3.A(12)	Estimate of cost savings to be achieved		\boxtimes				
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		\boxtimes				

1 of 4

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

	Parameters for Plan Developmen	nt					
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier³	Need Assistance ⁴
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		\boxtimes				
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU						
3.B(2)	Comprehensive programming for all students grades K – 12 Includes at least one publicly supported high school Consistent with policies set forth in section 1451						
3.B(3) 3.B(4)	No displacement of teachers No displacement of students						
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512						
Sec. XXXX-36, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non-instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶						
Sec. XXXX-36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative organizational structure						
2.C(1)	A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds that the proposed organizational structure will result in:						
	Consolidation of system administration		\boxtimes				
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing						
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209		\boxtimes				
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		\boxtimes				
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)						

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁵ Please note in the Exceptions to 2500 minimum section on next page

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁶ This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day		\boxtimes			
	Collaborative Agreements					
		XX			Yes	No No
Does your pla Noted: ILA se	an currently include information/documentation on collaborative agreaction 6W.	ements	?		\boxtimes	×

Exceptions to 2,500 minimum

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: <u>*</u> http://www.maine.gov/education/enroll/aproct/resident.html

Documentation Provid (Please attach as Exhibit	
Yes	No
	Yes

^{*}Per receipt of approval from the commissioner on August 20, 2008 to form an AOS with Millinocket, East Millinocket, and Medway approval has already been given to form an SAU with fewer than 2,500 students.

Explanation of Barriers - N/A

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier
-	

Assistance Needs - N/A

Please use this section to describe your needs for assistance and from whom you need assistance.

istance needed from om?	Explanation of your assist	Required Element	Law Reference/Rec
		.,	
	 ·····		

AOS PLAN SUNRISE PEAK SCHOOL DISTRICT November 20, 2008 EAST MILLINOCKET MEDWAY MILLINOCKET

3.A (1) Member School Units included in Alternative Organizational Structure (AOS)

The proposed Alternative Organizational Structure (AOS) includes the following administrative units:

East Millinocket School Department

Medway School Department

Millinocket School Department

In the following plan, the above school administrative units are referred to collectively as **Member School Units.**

3.A (2). The size, composition and apportionment of the governing body.

AOS Board of Directors The Sunrise Peak Regional School System shall be governed by an AOS board of directors comprised of three representatives of the school boards of each Member School Unit. The number of directors and their respective voting power shall be as follows:

Member School Unit	Number of Directors	Votes Per Director	Votes Per Member School Unit
Medway	3	1	3
Millinocket	3	1	3
East Millinocket	3	1	3
Total	9		9

The school board of each school administrative unit located within the AOS shall choose from its membership the representatives to the AOS board of directors to which that school board is entitled. membership on the AOS board of directors shall terminate at any time that a member of the AOS board of directors ceases to hold office as a member of the school board of the Member School Unit represented. Any vacancy on the AOS board of directors shall be filled by the school board of the Member School Unit in whose representation the vacancy occurs. Each year, the AOS board of directors shall choose by ballot from among its members a chair and secretary of the AOS board of directors for the ensuing year.

3A (3). The method of voting of the governing body.

Method of Voting and Quorum: see table below

On motions to approve/adopt a budget for the AOS, it is required that the motion receive a 2/3rds vote of the total AOS Board with at least one of the members from East Millinocket, one of the members from Medway, and two of the members from Millinocket voting to approve the motion. This same requirement will be needed for approval of any changes to the subsidy distribution and cost sharing methods. A 2/3's vote will require 6 votes.

MEMBER SCHOOL UNITS	BOARD REPRESENTATIVES	VOTES PER DIRECTOR	FOR BUDGET ADOPTION/APPROVAL, AMENDING SUBSIDY, DISTRIBUTION, AND COST SHARING, a 2/3's majority vote of the AOS board that includes the following board representatives is required.
East Millinocket	3	1	11
Medway	3	1	1
Millinocket	3	1	2
AOS TOTALS	9		

In all other matters a majority vote on a motion is determined by the majority of those voting with at least one (1) member from each Member School Unit voting with the majority except when otherwise required by law or another provision of this plan. A majority of directors in number shall constitute a quorum.

Board Orientation and Operating Procedures

The AOS board shall, on an annual basis at their first meeting following the annual appointment of all of its directors, elect a chair and vice-chair and other officers as may be necessary. The board shall also adopt procedural rules (by-laws) for the regulation of its affairs and conduct of its business, and may change the name for the AOS.

Board Meetings

The location of AOS Board meetings shall alternate among the three Member School Unit's. All meeting notices shall be publicized in conformance with Title 1 M.RS.A. §406. (Right to Know Law).

Board Powers and Duties

- A. The AOS Board shall provide for the employment and discharge of a superintendent pursuant to Title 20-A M.RS.A. §1001, sub-§ 3 and chapter 101 subchapter 2.
- B. The AOS board shall function as the "employer" responsible for the controlling, hiring, establishing working conditions and compensation, supervising, disciplining and termination for employees employed to carry out the functions related to the responsibilities of the central office, enumerated in the Interlocal Agreement and in the following Role and Responsibilities section.
- C. The AOS board shall develop and adopt job descriptions for positions created to carry out the functions related to the responsibilities enumerated in the Interlocal Agreement and the <u>Role</u> and Responsibilities section.
- D. The AOS board shall develop and submit to the voters of the AOS, as provided in the Interlocal agreement, an annual budget for the expenses related to carrying out the functions related to the responsibilities enumerated in the Interlocal Agreement and in the Role and Responsibilities section.

- E. The AOS board shall develop and submit to the school committees of the Member School Units for adoption and implementation, a K- 12 core curriculum that meets the requirements of the system of Learning Results established in Title 20-A M.RS.A §6209. The AOS board will ensure state requirements are met by developing and enforcing standards, and initiating changes needed to remain compliant with State law.
- F. The AOS board shall develop and submit to the individual member school committees of the Member Schools Units for adoption and implementation, procedures for standardized testing and assessment aligned with the system of Learning Results established in Title 20-A M.RS.A. §6209. The AOS board will establish minimum standards for testing and assessment and develop a policy for enforcing these standards. Local school committees may choose to exceed these standards.
- G. The AOS board shall develop and submit to the school committees of the Member School Units for adoption and implementation consistent school policies and school calendars.
- H. The term "consistent' is used throughout this plan. It is the understanding of the RPC that consistent does not mean identical; it means compatible. A consistent policy is one that advances, and does not create conflict with, existing regional policy. It will be up to the AOS board to determine if consistency is being achieved.
- I. Pursuant to state law, the AOS board will create a special task force by the first meeting in January 2010 which will include representatives from each Member School Unit, and others as needed. This task force will review all collective bargaining agreements, compile a timeline of expiration dates of collective bargaining agreements in the region and develop a plan that will provide for consistent collective bargaining agreements throughout the region. The plan will include a definition of what conditions constitute consistency among collective bargaining agreements. Consistency should not be construed to mean equal salaries and benefits. This plan will be submitted to the local boards/committees for approval.
- J. The AOS board may accept and receive money or other property, outright or in trust, for any specified benevolent or educational purpose. In accepting money or other property, the AOS Board shall be subject to the same provisions of law (20-A M.R.S.A. § 1476 sub-§6) as an RSU.
- K. The AOS board shall have the necessary and incidental powers in dealing with unforeseen contingencies related to the carrying out the functions related to the responsibilities enumerated in the Role and Responsibilities section, but shall not have any power or responsibility with respect to any and all responsibilities retained by the individual Member School Units.

Roles & Responsibilities

The AOS Board has important responsibilities during the transition between local approval of the referendum adopting this plan, and the operational date of the AOS. These are described in Section 3. A (9) The AOS has no authority to close schools.

Once the AOS is operational, the AOS board will provide the leadership for the AOS administrative functions, including system administration; special education administration, curriculum development and assessment, transportation administration and business functions; and adoption of consistent school policies, school calendars and collective bargaining agreements. The AOS board will adopt and oversee a core curriculum for the AOS and procedures for standardized testing and assessment aligned with the system of Learning Results established in Title 20-A, section 6209.

The roles and responsibilities of the AOS Board are primarily to govern the functions and oversee the

staff of the central office. The AOS board will hire the Superintendent, approve other administrative hires, develop general policies for the region, approve central office budget and its administration, facilitate cost and subsidy distribution, and serve in any other capacity that enhances the services to, and efficiencies of the individual school units in the AOS.

The table below has been developed to further clarify and delineate the roles and responsibilities for the core functions of the central office and the AOS board, compared to those of the future local school boards/committees.

Other functions that may also be coordinated by the Central Office include technology planning, federal program coordination, adult education, and school nutrition. As the AOS assumes other central functions for additional programs, the roles and responsibilities of all Member School Units and the AOS board will be considered and agreed upon.

Core Functions of AOS	AOS Board/Central Office	Local School Boards/Staff
System Administration	Hires superintendent and employs all central office staff. Provides equitable system administration to all Member School Units. Oversees administrative needs of central office of the AOS including liability and legal coverage.	Work with superintendent and central office to meet the requirements and intent of school law.
Business Functions	Acts as fiscal agent for all Member School Units in the region for every purpose, including payroll. Develops AOS central office budget and coordinates with local school boards to develop local budgets. Prepares all required state and federal reports. Employs business manager.	Works with AOS to develop local budgets. Provide needed data and information for central business functions.
Transportation Special Education	Oversight of transportation budget, coordination among local transportation programs, fulfills paperwork requirements. Employ regional transportation director. Use DOE software to propose more efficient bus routes to each school. Assumes responsibilities	Providing data to central office, planning bus routes, fleet maintenance and upgrades in consult with central office transportation director. Review and implement proposals from the AOS for route changes, if approved by the Member School Units Delivers special ed
Special Education	1 Essumes responsionines	Donvers special ed

	for administration of special ed throughout the region. Cooperates with local staff in evaluating student needs. Employ regional special education director.	services in schools. Cooperates with central office special ed director in evaluating student needs.
School policies and Calendars	Develop AOS policies and school calendar	Adopts local policies and school calendar that the AOS board has determined are consistent with regional calendar and school policies.
Collective Bargaining Agreements (Exhibit 13E)	Superintendent fulfills designated administrative function for collective bargaining agreements. AOS initiates a plan to ensure all collective bargaining agreements around the region are consistent 'within 5 years. Negotiate any future collective bargaining agreements for Central office employees.	Continues to be the employer of local union employees and negotiate collective bargaining agreements. Approves plan for creating consistent collective bargaining agreements.
Core Curriculum	Adopt a core curriculum for the AOS and procedures for assessment aligned with Learning Results. Employ curriculum coordinator.	Ensures curriculum and testing meets at least minimum standards established by AOS Board. Local unit designee cooperates with central office curriculum coordinator.

3.A (4) Composition of local school boards

No local school committee within the meaning of 20-A MRSA §1478 shall be created. All existing municipal school departments will remain intact, with their current boards in place and reelected as currently occurs, unless the size and election process is changed by their member communities in the future.

Powers and duties of local school boards

Local school boards retain control currently exercised over their local schools, and local school employees, with the exception of hiring any staff that will work for the central office. Local principals, teachers and other in-school staff are employed by the local Member School Units and will be selected in compliance with state law. The local boards will continue to negotiate collective bargaining

agreements for local employees, working with the AOS to ensure they are consistent over time.

Local boards also:

- Work with the superintendent and business manager to develop budgets for their local schools.
- Retain oversight of local transportation scheduling, maintenance, fleet upgrades and other related responsibilities, working with the transportation director in the central office.
- Retain oversight of in-school staff for special education, and other programming, which is administered by the central office.
- Cooperate with the AOS board on creating consistent school policies and school calendars, and implementing core curriculum

Except for responsibilities of the central office and AOS board, the local school boards retain powers and duties described in state statute (20-A, Part 2, Chapter 101 §1001-1004).

The table in Section 3 A (2-3) delineates responsibilities of AOS Board and Local School Boards.

3.A (5) Disposition of real & personal school property

All real and personal school property, and all related responsibilities associated with that property, will be retained by the current Member School Units. As needed, property owned by Member School Units may be leased to the AOS, or purchased by the AOS at a future date.

3.A (6) Disposition of existing school indebtedness and lease purchase obligations

All existing school debt will be retained by the Member School Units that incurred the debt. The AOS may act as a fiscal agent to pay the debt on behalf of those Member School Units. All lease purchase obligations made by the existing Member School Units will continue to be held by those Member School Units, unless the function of the leased property is specific to the functions of a central office. In that case, the lease or lease purchase obligations will be transferred to the AOS. A list of existing debt and lease purchase obligations is attached as Exhibit 6A in the Appendix.

3.A (7) Assignment of school personnel contracts

All personnel contracts for current central office employees will be assigned to the AOS, as of July 1, 2009. All other personnel and related contracts, including collective bargaining agreements, will be retained by the current Member School Units under existing conditions.

AOS Personnel Contracts A list of all written individual employment contracts related to Central Office functions to which each of the existing Member School Units is a party, is attached as Exhibit 7.A. Pursuant to Section XXXX-43 (5), individuals on the list who are employed on the day before the operation date of the AOS shall become employed by the AOS as of the operational date, and their contracts shall be assumed by the AOS on the operation date. This provision does not prevent existing Member School Units from terminating or not renewing the contracts of employees in accordance with applicable law before the operational date of the AOS. The list shall be updated and made final no later that the day before the operational date of the AOS.

A list of all central office employees of the existing Member School Units who do not have written individual employment contracts is attached as <u>Exhibit</u> 7-B. Pursuant to Section XXXX-43 (5), individuals on the list who are employed on the day before the operation date of the AOS shall become employed by the AOS as of the operational date. The list shall be updated and made final no later that the day before the operational date of the AOS.

The Superintendent or his/her designee, under the supervision of the AOS Board, shall determine the duties and assignments of all central office employees transferred to the AOS. The local school boards in conjunction shall determine the duties and assignments of all school personnel under local board jurisdiction with the AOS superintendent.

The Member School Units will update lists of contracted and non-contracted employees noted in section 3.A (7), no later than June 30, 2009.

Assignment of school collective bargaining agreements

Collective bargaining agreements to which the Member School Units are a party shall be retained by the existing Member School Units, and will not be transferred to the AOS. No Central Office employees are currently covered under collective bargaining agreements.

Pursuant to state law, the AOS board will create a special task force by, the first meeting in January 2010 which will include representatives from each Member School Units in the Region, and others as needed. This task force will review all Collective Bargaining Agreements, compile a timeline of expiration dates of collective bargaining agreements in the region and develop a plan that will provide for consistent collective bargaining agreements throughout the region. The plan will include a definition of what conditions constitute consistency among collective bargaining agreements. Consistency should not be construed to mean equal salaries and benefits. This plan will be submitted to the local boards/committees for approval.

The Superintendent will fulfill the designated function of the Collective Bargaining Agreements Administrator on behalf of the Member School Units

Assignment of non-central office, non-collective bargaining employment agreements

Assignment of non-central office, non collective bargaining employment agreements to which the Member School Units are a party shall be retained by the existing Member School Units. See appendix Exhibit 7-D

AOS administrative contracts

All central office administrative contracts will be assigned to the AOS as of July 1, 2009 see appendix exhibit 7.A.

Assignment of other non-personnel school contractual obligations

• Contracts in place before July 1, 2009 that affect only the K-12 schools under the jurisdiction of a local Member School Units will remain with that Member School Unit. The AOS will act as the fiscal agent in meeting those obligations.

- Contracts in place that affect central office functions will also remain with the Member School
 Unit that initiated the obligation, and the AOS will pay those obligations from its central office
 budget.
- The AOS will be the sole party to any future contracts relating exclusively to central office functions, unless a policy is in place that allows an exception.

The Table titled Exhibit 7-C lists all existing obligations and whether the AOS or Member School Units have responsibility.

3.A (8) Disposition of existing school funds and existing financial obligations

Funds in bank accounts belonging to current Member School Units will remain in those accounts. Financial obligations of each Member School Unit will be paid on behalf of the Member School Units by the AOS acting as their fiscal agent, except for obligations specific to central office functions, which will be paid from the AOS budget.

Within 2 years the AOS board will explore efficiencies in consolidating accounts. Ideas for this can originate at any board level and be recommended by the AOS back to the local board for approval and adoption.

3.A (9) Transition plan that addresses the development of a budget for the first school year

Interim and Initial AOS Board:

Upon a favorable referendum vote in a sufficient number of Member School Units to form the AOS, the superintendent from Member School Units voting in the affirmative will notify their respective Boards that they shall appoint members to an interim AOS board, as outlined in Section 3. A (3) of this plan, and plan an initial meeting no later than four weeks after the appointments have all been made. The Superintendent will facilitate the first AOS board meeting, compile resources for the new board, prepare recommendations for transitioning to a regional central office, and will advise the newly seated AOS board until that board appoints a superintendent of schools. The AOS central office will be fully operational as of July 1, 2009 and this will include the consolidation of AOS central office accounts.

The superintendent will take responsibility for filing the names of the AOS board with the Department of Education.

Once a Certificate of Organization is issued by the State Board of Education, the interim board is officially seated and will have all the transitional powers and duties described in 20-A§1461-A relevant to an AOS, including selection of a superintendent, budget preparation and approval, authorization to set up accounts and expend funds, and acting as a fiscal agent, The AOS board will assume all tasks necessary to allow the AOS to be operational on July 1, 2009.

Initial Administration

The AOS Board may assign responsibilities for core functions of the central office to the superintendent currently under contract or other staff as assigned. These will include, but are not limited to:

- Superintendent Works with all Boards to develop and implement policies, other typical responsibilities, coordinates budget hearing and validation processes, duties described in 20-A Chapter 2 § 1051-1055, all other legal responsibilities described in Title 20-A and works to implement Student informational systems and other common software programs in the region.
- Business Office functions, which may include finance, payroll, budget development and others.
- Transportation administration, which may include oversight of the regional transportation budget, coordination of local transportation programs, and fulfilling paperwork requirements.
- Special Education administration, including coordinating special ed throughout the region, and assisting school personnel.
- Curriculum functions, including developing core curriculum, coordinating professional development, developing procedures for standardized testing and assessment aligned with the Learning Results
- The AOS board will determine the site for a central office, and will deploy staff as necessary to ensure services are provided throughout the region.

Other functions that may be helpful to regionalize for greater efficiencies will be considered by the AOS board and assigned to existing staff if possible.

These include, but are not limited to:

- School Nutrition Duties may include making the application for the region's school lunch program
- Technology Coordinator Duties may include preparing the e-rate application(s) and developing a technology plan that provides for the equitable use of e-rate funds.
- Federal Program Coordination Duties may include developing applications, monitoring programs, generating reports
- Adult Education Duties may include oversight of adult ed programming around the region.

Initial Budget:

The existing school boards and superintendent of the Member School Units within the region shall begin a process for developing proposed budgets for educational programs and services within their Member School Unit including cost savings that are expected to result from reorganization. The AOS shall consider changes in operations that may be necessary in order to reduce the costs of administration, special education, building maintenance and transportation without adversely affecting the educational program.

Each local board of directors, and the newly seated AOS board of directors, shall develop a proposed FY 2010 budget along with supporting documentation in time for presentation to and consideration thereof.

During the interim period, start-up costs of the AOS will be apportioned to the existing Member School Unit according to the cost sharing formula developed and included in Section 9 of the Interlocal Agreement. See appendix Exhibit ILA-9.

During the interim period, the AOS board shall be authorized to take all other actions and shall have all other authority provided under state law to prepare for the AOS to become operational on July 1 of the

first operational year; including the authority to open and maintain accounts, to incur expenses, and conduct other business, including initiating and managing the budget validation referendum process.

A budget approval process and validation referendum will be carried out as required by law, and as described in detail in the Interlocal Agreement.

3.A (10) Documentation of the public meeting(s) held to prepare or review reorganization plan

List of RPC Meeting Dates:

August 18, 2008

August 25, 2008

September 8, 2008

September 15, 2008

September 22, 2008

September 29, 2008

October 6, 2008

October 13, 2008

October 20, 2008

October 27, 2008

November 3, 2008

November 12, 2008

All meeting agendas and minutes are available at the Office of the Superintendent: 45 North Street, Suite2, East Millinocket, Maine 04430.

3.A (11) Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan

Student enrollment in the Sunrise Peak Regional School System can only approach 1000 if all current Member School Units vote to approve the plan. If some Member School Units vote against the plan, the Sunrise Peak Regional School System could go forward under the following conditions, detailed in the Interlocal Agreement:

If the plan is not approved at referendum by all Member School Units by January 31, 2009, the RPC will reconvene and develop a new plan. This plan will be submitted to the Commissioner of Education for approval. A referendum for voter approval of the plan will be conducted as soon as possible thereafter.

3.A(12) Estimate of cost savings to be achieved

Over the past three years we have saved about \$708,000. This year, 2008-09, we will realize a savings of \$236,000 through the sharing of the following services:

Administrative (estimated savings of \$109,475)

- 1. Superintendent
- 2. Curriculum Coordinator
- 3. Special Ed Director
- 4. Adult Ed Dir

- 5. Explored Food Services East (mini contract)
- 6. Hygiene Officer

Teaching (estimated savings of \$95,000)

- 1. Ele. Art Teacher 50/50 East Millinocket and Millinocket
- 2. Sec. Art Teacher 50/50 East Millinocket and Medway
- 3. Spanish Teacher 50/50 East Millinocket and Millinocket
- 4. French Teacher 50/50 East Millinocket and Medway
- 5. Special Ed Techs: East Millinocket and Medway
- 6. Virtual HS Teacher 50/50 East Millinocket and Millinocket (funded through grants (offers additional on line courses at the HS level: 25 for every 1 teacher who teaches a class on line)
- 7. Special Ed Assessment Opportunities to share assessment across the districts (the receiving district to pay per diem)
- 8. Use of Polycom system for selected high school courses across the school districts.

Extra/Co Curricular Activities (estimated savings of \$6,000)

- 1. Middle School Football And Soccer 1:1 share across sports but parents must transport students and it cannot deplete the numbers so much so that a team is negatively effected.
- 2. HS Golf Millinocket Cross Country East Millinocket
- 3. Spring Track Millinocket
- 4. Show Choir & Jazz Choir
- 5. Jazz Band
- 6. Musical Millinocket and 1 Act Play East Millinocket
- 7. Middle School: Music Performances and Musical 1 yr

Other

- 1. Healthy Maine Partner Grant
- 2. RUS Grant for technology upgrade
- 3. OSA Grant
- 4. Policy Alignment
- 5. Calendar
- 6. High School Schedules
- 7. Ed Tech contracts East Millinocket & Medway

Technology (estimated savings of \$26,000)

- 1. Powerschool
- 2. First Class
- 3. ADS for Central Office
- 4. Professional Development (training)
- 5. Share technology trouble shooting and some administrative functions across all districts

Through time, these estimated savings will continue to grow. In addition, the consolidation of additional functions in central office, special education, foodservices etc. will be explored. It is estimated that in the 2nd year, a savings of \$30,000 might be initially realized in these areas as they are gradually implemented. It is intended that these efficiencies will be utilized for the continued improvement of educational programming. It is the intent of the RPC that any savings that do accrue to the new AOS will be invested in our students.

Penalties

If the Member School Units voting for the plan do not comprise a conforming AOS with the needed minimum number of students, all communities voting against the plan will be subject to penalties.

MEMBER SCHOOL UNIT	Penalty assessed July 1, 2009
Medway	\$32,619
Millinocket	\$111,987
East Millinocket	\$59,190
TOTAL	\$203,796

Details on how the penalties were calculated can be seen at www.maine.gov/education/reorg.

13.A Other School Union Assets and liabilities. See appendix exhibit 6A

The East Millinocket School Department will retain any assets and liabilities related to its prior association with School Union 113.

The Medway School Department School Department will retain any assets and liabilities related to its prior association with School Union 113.

In addition, the Millinocket School Department will retain any assets and liabilities it incurred prior to joining the AOS.

The Woodville School Department has no assets and will retain any liabilities related to its prior association with School Union 113.

13.B Tuition Contracts and School Privilege Agreements

1. School Privilege Agreements

As of the date of this plan, Member School Units are parties to the following School Privilege Agreements:

K-8 Medway School Department and East Millinocket School Department.

School Privilege agreements for the above Member School Units will continue until such time as they are either renewed or revised pursuant to Title 20-A Chapter 115, §2701, 2702, and 2703 as well as 20-A MRSA section 1479.

2. Tuition Contracts

As of the date of this plan, the following Member School Units are parties to tuition contracts:

a. High School Tuition Contract between the Medway School Department and the East Millinocket School Department,

- b. High School Tuition Contract between the East Millinocket School Department and Woodville School Department,
- c. K-4 East Millinocket School Department and Woodville School Department,
- d. 5-8 Medway School Department and Woodville School Department.

Nothing contained in this plan shall prevent Member School Units from contracting with other school administrative units for tuition students.

13.C Claims and Insurance.

Continuity of insurance shall be maintained with the assistance of counsel.

13.D Fewer than 2,500 students.

As approved by the Commissioner of Education in response to letters of intent filed with the Department of Education, the proposed Sunrise Peak School System will serve fewer than 2500 students and qualifies for an exemption to that requirement.

13.E Plan for Consistent Collective Bargaining Agreements

Current background and context:

There are presently eight (8) types of collective bargaining agreements in place within the Member School Units. See Appendix: Exhibit 13-E

Alternative Organizational School System plan to achieve consistent bargaining agreements:

To achieve consistent collective bargaining agreements for all bargaining units, at the first AOS board meeting, when committee appointments are made, the Chair of the AOS board will appoint members to the personnel committee whose task will be to review all bargaining contracts and develop a detailed plan and timeline for achieving consistency by 2014 or sooner if possible.

The implementation of this plan for consistent collective bargaining agreements is subject to collective bargaining with the bargaining units within the Member School Units of the Sunrise Peak School System.

13.F Incorporation of Interlocal Agreement.

State law enables the creation of an AOS, but an Interlocal Agreement between the existing Member School Units and towns with their own school departments governs it. The Interlocal Agreement is attached to and included as part of this plan. Unless otherwise provided by law, the Interlocal Agreement governing the AOS may be terminated in accordance with the conditions for termination included as part of the agreement.

In the event of a conflict between provisions in the plan and the Interlocal Agreement, the provisions of the Interlocal Agreement shall control.

13.G Career & Technical Education Programs.

Member Unit Board Representatives from East Millinocket, Medway and Millinocket will be represented on the Region III Vocational Board in accordance with its by-laws.

13.H Amendment of the AOS Plan.

- a. A request to amend the AOS Plan by a member of the AOS board or the majority of a Member School Unit board will be made to the AOS board for consideration under their established rules.
- b. Any proposed amendment will pass:
 - i. By a vote of a 2/3 majority of all the Members of the AOS board in accordance with sections 3.A(3) of this plan and
 - ii. By a majority vote of each Member School Unit board and
 - iii. With the approval of the Commissioner.
- c. In addition, any recommendations for change in the Distribution of State Subsidy (section 10 of ILA) will be approved in accordance with the governance voting procedure described in section a and b above.

13.I Cost Sharing of AOS Budget.

The Member School Units shall share the costs of the AOS budget based on the percentage of total cost budgeted for the 08-09 year rounded to .5% as follows:

East Millinocket:

28.5%

Millinocket:

52%

Medway:

19.5%

As necessary, the AOS board will review the formula and recommended any necessary changes for consideration. Any change to the AOS cost sharing method must be approved in the same manner as described in 13.H

ATTACHED:

INTERLOCAL AGREEMENT

APPENDIX

- 6-A: Debt and Lease Purchase Obligations
- 7-A: Current Central Office Employment contracts as of 7-1-08
- 7-B: All Central Office Non Contracted Personnel as of 7-1-08 Employees with no written contracts
- 7-C: Other Miscellaneous Contractual Obligations
- 7-D: Current Non- Central Office Employment Contracts as of 7-1-08
- 13-E Current Non-Central Office Employment Contracts

Other:

- AOS Cost Savings
- Subsidy distribution

ILA
November 20, 2008
SUNRISE PEAK SCHOOL
DISTRICT
East Millinocket
Medway
Millinocket

Agreement made as of November 24, 2008 among Medway School Department (Medway), a municipal school unit acting by and through its school committee; Millinocket School Department (Millinocket), a municipal school unit acting by and through its school committee; East Millinocket School Department (East Millinocket), a municipal school unit acting by and through its school committee; all with a mailing address of 45 North Street, Suite 2, East Millinocket, ME 04430

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternative Organizational Structure (hereinafter "AOS") within the meaning of PL 2007, c. 240 Pt. XXXX, §36, sub-§2(C) and 20-A M.R.S.A. §1, sub- §26(C) for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services through the creation of the AOS with respect to system administration, transportation administration, special education administration, and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, auditing, management of debt services, and fiscal agent for the all three municipalities; and develop language to move other shared functions to the AOS level through time. Ideas for areas to share that may result in efficiencies can originate at any board level and be recommended by the AOS to the local board for approval and adoption (including, but not limited to: School nutrition, instructional technology, facility management and operations, community service, transportation operations, adult education etc.).

WHEREAS, the Member School Units propose to adopt a core curriculum, common procedures for standardized testing and assessment aligned with the system of learning results, consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

WHEREAS, the Member School Units intend to work together to identify additional areas where they may be able to achieve cost savings and/or enhanced educational programming and opportunities for students; and

WHEREAS, the Member School Units are public agencies of the State of Maine within the meaning of Chapter 115 of Title 30-A of the Maine Revised Statutes; and

WHEREAS, 30-A M.R.S.A. §2203 provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Maine may be exercised jointly with any other public agency of the State of Maine by means of an Interlocal Agreement;

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 17 hereof, the Member School Units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115as follows:

1. Purpose.

The purpose of this Interlocal Agreement is to reorganize the Member School Units into an Alternative Organizational Structure ("AOS") in order to achieve the goals of Maine's School Reorganization Law, PL 2007, Chapter 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.

2. Reorganization Plan for an AOS.

The Member School Units have formed a Reorganization Planning Committee (hereinafter "RPC") for the purpose of developing a school reorganization plan for an AOS pursuant to Maine's School Reorganization Law (hereinafter "School Reorganization Plan"). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS, which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine's School Reorganization Law.

3. Creation of Legal and Administrative Entity.

The inhabitants of and the territory within the Member School Units is hereby created as a body politic and corporate under the name of Sunrise Peak Regional School System as an alternative organizational structure within the meaning of PL 2007, c. 240, Pt. XXXX §36(2) (C), a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. <u>AOS Board of Directors.</u> Sunrise Peak Regional School System established pursuant to this Interlocal Agreement shall be governed by an AOS Board of Directors comprised of three representatives of the school boards of each Member School Unit. The number of directors and their respective voting power shall be as follows:

Member School Unit 2008	Number of directors	Votes Per Director	Votes Per Member School Unit
Medway	3	1	3
Millinocket	3	1	3
East Millinocket	3	1	3
Total	9		9

The school board of each school administrative unit located within the AOS shall choose from its membership the representatives to the AOS board of directors to which that

school board is entitled. Membership on the AOS board of directors shall terminate at any time that a member of the AOS board of directors ceases to hold office as a member of the school board of the Member School Unit represented. Any vacancy on the AOS board of directors shall be filled by the school board, of the Member School Unit, in whose representation the vacancy occurs. Each year, the AOS board of directors shall choose by ballot from among its members a chair and secretary of the AOS board of directors for the ensuing year.

Method of Voting and Quorum: see table below

On motions to approve/adopt a budget for the AOS, it is required that the motion receive a 2/3rds vote of the total AOS Board with at least one of the members from East Millinocket, one of the members from Medway, and two of the members from Millinocket voting to approve the motion. This same requirement will be needed for approval of any changes to the subsidy distribution and cost sharing methods. A 2/3rds vote will require 6 votes.

In all other matters a majority vote on a motion is determined by the majority of those voting with at least one (1) member from each Member School Unit voting with the majority except when otherwise required by law or another provision of this plan. A majority of directors in number shall constitute a quorum.

SCHOOL ADMINISTRATIVE UNIT	BOARD REPRESENTATIVES	VOTES PER DIRECTOR	FOR BUDGET ADOPTION/APPROVAL, AMENDING SUBSIDY, DISTRIBUTION AND COST SHARING, a 2/3 majority vote of the AOS board that includes the following board representatives is required.
East Millinocket	3	. 1	1
Medway	3	1	1
Millinocket	3	1	2
AOS TOTALS	9		

5. School Systems of Member School Units.

Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

Member School Unit	Grades
Medway	Grades 5 - 8
Millinocket	K - 12
East Millinocket	Grades K – 4 and 9 - 12

- 6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS board of directors serving all of the Member School Units. The AOS central office shall include without limitation a superintendent of schools, business manager, transportation director, special education director, and curriculum coordinator, provided that one person may hold more than one of these positions. State law shall govern the respective powers and duties of the AOS board of directors and superintendent of schools. The AOS board of directors shall be responsible for overseeing system administration, transportation administration, special education administration, administration of business functions (including: accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the Member School Units in the AOS. The AOS board of directors shall adopt consistent school policies and consistent school calendars in conjunction with the school committees or school boards of the Member School Units. The AOS board of directors shall develop and implement, on an on-going basis, a plan for consistent collective bargaining agreements within the AOS which may include an analysis of the areas where inconsistencies exist in the current collective bargaining agreements of Member School Units, a time-table for adopting uniform, commencement and expiration dates for collective bargaining agreements within the AOS, and a schedule for achieving consistent terms and conditions of employment among the various bargaining units of the Member School Units within the AOS (Exhibit13E). More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS board of directors as described above, the powers, authority and responsibilities of the AOS board of directors shall include the following:
 - a. Oversee the operation of the AOS central office;
 - b. Annually develop and obtain voter approval for the AOS budget;
 - c. Apportion to each Member School Unit its share of the AOS budget in accordance with the AOS cost sharing formula;
 - d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units;

ILA Sunrise Peak School District 11.13.08

- e. Accept and oversee the administration of balances, carryover funds, reserve accounts and other assets transferred to the AOS under the School Reorganization Plan and oversee the expenditure of other reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f. Own or lease and oversee management of the AOS central office property and equipment;
- g. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office;
- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose;
- i. Oversee administration of federal, state and other grants not overseen by the school committees or school boards of the Member School Units;
- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee administration of their wages, hours, and working conditions;
- 1. Maintain appropriate supervision and evaluation criteria and policies applicable to AOS central office employees;
- m. Oversee negotiation and administration of consistent collective bargaining agreements and maintenance in the AOS central office of personnel records of all AOS and Member School Unit employees;
- n. Oversee and maintain a K-12 core curriculum for Member School Units and procedures for standardized testing and assessment aligned with the system of learning results;
- o. Adopt consistent school policies in conjunction with the school boards of the AOS Member School Units;
- p. Oversee administration of transportation systems for the AOS Member School Units and administration of bus purchases and debt repayment; authorize the purchase of buses by the AOS if the bus is to be used throughout the AOS region;
- q. Oversee administration of bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;

ILA Sunrise Peak School District 11.13.08

- r. Accept and oversee expenditure of gifts to the AOS central office;
- s. Adopt a consistent school calendar for the AOS Member School Units;
- t. Oversee contracts and lease agreements relating to the AOS;
- u. Distribute state subsidy among the Member School Units in accordance with the state subsidy distribution method described in paragraph 10.
- v. Oversee the administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval of the Member School Units in accordance with paragraph 17.
- w. Additional functions may be assigned to the AOS School Committee through a collaborative agreement among the member school units pursuant to Chapter 114 of Title 20A.
- x. Authorize the superintendent of schools, subject to such limitations as the AOS board of directors may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the board of directors of the AOS and school boards or Member School Units in place of the superintendent of schools.

7. Other Educational Improvements and Cost Savings.

The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the AOS board of directors and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member School Units in the AOS. Over time opportunities to increase shared services (both instructional and extra curricula / co curricula) will be explored through the AOS.

8. Budget Adoption Procedures.

The board of directors shall develop each year a budget for the AOS, which shall be submitted to a budget meeting of the voters of all AOS Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS budget, and the budget meeting procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the board of directors. At the budget meeting, the budget must be approved by a majority of all the voters from the towns forming the AOS. Following the AOS budget meeting, the board of directors shall notify the Member School Units of their respective shares of the budget as approved at the AOS budget meeting calculated in accordance with the

cost sharing method in paragraph nine. The school board of each Member School Unit in the AOS shall then develop its own school budget, including its share of the budget, and submit it to the voters of that Member School Unit for approval at a meeting of its legislative body in accordance with applicable law.

Following the budget meetings of the AOS and each Member School Unit, the AOS and each Member School Unit shall conduct a budget validation referendum on its budget in accordance with applicable law, except that the 14-day time limit between a budget meeting and a budget validation referendum shall not apply. The AOS and each Member School Unit shall conduct its budget validation referendum on a uniform date as determined by the AOS school board. The AOS budget validation referendum shall be conducted in accordance with the budget validation referendum procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the school board. The AOS budget must be validated by a majority of <u>all</u> the voters combined from the towns in the AOS.

The budget of each Member School Unit must be validated by a majority of the voters participating in the referendum from that Member School Unit. If the budget of the AOS or a Member School Unit is not approved at the budget validation referendum, the AOS or that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum.

Each Member School Unit's final share of the AOS budget shall be determined based on the final AOS budget as approved at both an AOS budget meeting and budget validation referendum. The budget validation referendum procedure may be discontinued by the voters of the AOS, and the budget validation referendum procedure for the budget of a Member School Unit may be discontinued by the voters of that Member School Unit, after three years in accordance with the law applicable to a regional school unit.

The AOS shall not have taxing power and the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 9 shall not constitute the assessment of a tax. The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS budget. Each Member School Unit's share of the AOS budget shall be paid to the as a contractual obligation under the terms of this Interlocal Agreement.

9. Cost Sharing of AOS Budget. See appendix Exhibit ILA 9

The Member School Units shall share the costs of the AOS budget based on the percentage of total cost budgeted for the 08-09 year rounded to .5% as follows:

East Millinocket:

28.5%

Millinocket:

52%

Medway:

19.5%

As necessary, the AOS board will review the formula and recommend any necessary changes for consideration. Any change to the AOS cost sharing method must be approved by the AOS school board and by the board of each Member School Unit.

10. Distribution of State Subsidy.

The AOS school board shall distribute state subsidy received by the AOS as follows:

- a. <u>State Subsidy Distribution Policy</u>. The AOS school board, with the advice of the superintendent of schools and such other legal and accounting advice as the AOS school board deems necessary, shall annually distribute the State education subsidies to be received by the AOS among the AOS Member School Units so that the distribution of state subsidy to each Member School Unit reflects as accurately as is reasonably practical the amount of state subsidy that that Member School Unit would receive if it were a stand-alone unit and not a member of an AOS.
- b. <u>Initial Method of State Subsidy Distribution</u>. Beginning in fiscal year 2009-10, the AOS school board shall distribute state education subsidy received by the AOS among its Member School Units in accordance with the following initial method of state subsidy distribution:
 - (i) To the extent that the AOS receives an allocation for gifted and talented expenditures, that allocation shall be reassigned to the Member School Units in proportion to their respective gifted and talented expenditures two years prior.
 - (ii) To the extent that the AOS receives an allocation for career and technical education expenditures, that allocation shall be reassigned to the Member School Units in proportion to their respective net career and technical education expenditures two years prior.
 - (iii) To the extent that the AOS receives an allocation for bus purchases, that allocation shall be reassigned to the Member School Units responsible for those bus purchase costs;
 - (iv) To the extent that the AOS receives an allocation for special education, that allocation shall be reassigned to the Member School Units as follows:

Based on the <u>percentage of allocation</u> minus the maintenance of effort adjustment for the 08-09 year as shown below:

District	Special Ed allocation minus Maintenance of effort for 08-09	Percentage
East Millinocket	\$ 222,826	22.21
Medway	\$ 149,659	14.92
Millinocket	\$ 630,614	62.87
Total	\$1,003,099	100%

(v) To the extent that the AOS receives an allocation for transportation, that allocation shall be reassigned to the Member School Units in proportion to the total transportation allocation for all units combined in 08-09 times the average percentage of students in the calendar year (April and October 1st).

District	Transportation	Average percentage	Resulting
	allocation 07-08	of students in the	Transportation
		calendar year	calculations
East Millinocket	\$41,414	25.65	\$67,723.08
Medway	\$56,634	19.73	\$52,104.06
Millinocket	\$ 166,011	54.62	\$144,232
Total	\$264,059	100%	264,059

(vi) The apportionment of the Remaining Balance of the AOS' Total Allocation (see Appendix: AOS Subsidy Distribution Sheet), after subtracting the amounts to be reassigned to Member School Units under subparagraph (i) through (v), shall be determined for each Member School Unit as follows:

1. 95% of the percentage of each Member school units average number of pupils on April 1 and October 1 of the preceding calendar year; Plus

2. The below weights times the percent of each member school units total adopted budget for the current year.

East Millinocket: .06090970 Medway: .016907870

Millinocket: .05486817080

(vii) The subsidy per interlocal agreement for each Member School Unit will be equal to the total amount to be reassigned plus the <u>Remaining Balance of the AOS' Total Allocation</u> (vi above), less the local contribution.

c. Retention of Distribution Flexibility. The Member School Units recognize that the Maine Legislature has a history of making changes to Maine's school funding formula, that other circumstances may change, and that it is not possible to include in this Interlocal Agreement a precise formula for distributing state subsidy among Member School Units that will achieve the goals of the state subsidy distribution policy described in subparagraph a above in future years. To retain flexibility in the method of distributing state subsidy among Member School Units, in the fall of the 09-10 school year and the AOS school board will review the formula used in the prior year, work with the DOE and other AOS representatives throughout the state to design a formula that ensures equity for all Member Units. Any recommendations for change will be approved in accordance

with the governance voting procedure described in section 4 of this agreement. must receive final approval of the school boards or school committees of all of the Member School Units prior to implementation.

11. Real Estate and Personal Property.

All real and personal property belonging to Member School Units shall remain the property of those Member School Units. Any real estate or personal property acquired for the operation of the AOS central office shall be owned by the AOS. In the event of dissolution of the AOS, such property, or the proceeds from the sale of such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS Central Office budget under the AOS cost sharing method.

12. School Closing.

The closing of a school within a Member School Unit in the AOS shall be determined by the governing body and voters of that Member School Unit in accordance with applicable law. The AOS school committee and the voters of the AOS shall have no authority to close a school within a Member School Unit.

13. Duration.

This Interlocal Agreement shall remain in effect from the date that the AOS becomes operational until this Agreement is terminated either pursuant to Paragraph 16 or by operation of law.

14. Termination of Participation of Member School Unit.

The participation of a Member School Unit in this Interlocal Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS school board. Prior to any such termination, the AOS school board shall provide the non-conforming Member School Unit with written notice of its failure to conform to AOS statutory requirements and shall provide a 90-day opportunity to cure. If the Member School Unit fails to cure the non-conformity within the 90-day cure period, the Member School Unit's participation in the AOS and this Interlocal Agreement may be terminated by a vote of a majority of all the Members of the AOS school board, including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation shall become effective as of the end of the then current AOS fiscal year. Following adoption of a vote to terminate a Member School Unit, the AOS school board shall submit to the Commissioner of Education a plan for equitable distribution and/or compensation with respect to that Member School Unit's

proportionate share of the assets of the AOS. Upon approval of a plan of distribution and/or compensation by the Commissioner, the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

15. Withdrawal of Member School Unit

Unless otherwise provided by law, a Member School Unit may withdraw from participation in the AOS upon approval by the Commissioner of Education of a Plan of Withdrawal prepared by the school board or school committee of the Member School Unit seeking to withdraw from the AOS and thereafter approved by the voters of that Member School Unit as may be provided in the Plan of Withdrawal approved by the Commissioner of Education. Before approving a Plan of Withdrawal pursuant to this section, the Commissioner of Education shall give written notice and an opportunity to be heard to the AOS board of directors and the other Member School Units in the AOS. The Commissioner of Education may require the AOS board of directors and the school board of the Member School Unit seeking to withdraw to participate in mediation prior to approval of a Plan of Withdrawal by the Commissioner of Education and the voters of the withdrawing Member School Unit. The Commissioner of Education may approve, approve with conditions, or deny a Plan of Withdrawal. Upon approval of a Plan of Withdrawal, the AOS shall make a distribution of property and/or compensation to the withdrawing Member School Unit as provided in the Plan of Withdrawal approved by the Commissioner of Education.

16. Termination of Interlocal Agreement.

Unless otherwise provided by law, this Interlocal Agreement may be terminated upon approval by the Maine Commissioner of Education of a Plan of Termination prepared by the AOS school board or by the school committee(s) of one or more Member School Units, and thereafter approved by the voters of the AOS or the voters of one or more Member School Units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner.

17. Amendment of Interlocal Agreement.

- a. A request to amend the ILA by a member of the AOS board or the majority of a Member School Unit board, will be made to the AOS board for consideration under their established rules.
- b. Any proposed amendment will pass:
 - i. By a vote of a 2/3 majority of all the Members of the AOS board in accordance of section 4 Method of Voting and quorum and,
 - ii. By a majority vote of each Member School Unit board and
 - iii. With the approval of the Commissioner

18. Conditions of Approval.

The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to 1) submission of a School Reorganization Plan for an AOS which incorporates this Interlocal Agreement to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the Commissioner of Education, and 3) approval of that School Reorganization Plan by the voters of that Member School Unit at referendum in accordance with this paragraph. This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education nor with respect to any Member School Unit if the voters of that Member School Unit fail to approve the School Reorganization Plan incorporating this Interlocal Agreement. This Interlocal Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which incorporates this Interlocal Agreement is separately approved at referendum by the voters of each of the following Member School Units: Medway, Millinocket, and East Millinocket.

19. Filing of Agreement.

Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each Member School Unit within the AOS.

20. Miscellaneous Provisions.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.
- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.
- e. The heading in this Agreement are for convenience of reference only and shall not effect in any manner any of the terms and provisions hereof.

SUNRISE PEAK SCHOOL DISTRICT EXHIBIT 6A LOCAL DEBT, LEASE SERVICES

	Exhi	bit 6A - Loc	al Debt, Leas	e S	Services			<u> </u>
<u> </u>					Agreements	3		
SAU	Company	Date issued	Maturity date	Pri	incipal balance July 1 2008	Inf	terest balance July 1 2008	Other information
East Millinocket	Renovation Bond		11/20/2020		603,733.00	\$	222,718.00	Schenck Hs renovation
	GORHAM SAVINGS COPIERS	10/31/2006	10/15/2010	\$	31,422.63	\$	3,389.37	copier lease
	Region III Vocational School Debt		ongoing	-				Debt service
	Retiree health Insurance-yearly		ongoing	\$	98,133.30			08-09 retiree calculations
Medway	GORHAM SAVINGS COPIERS	10/31/2006	10/31/2011	\$	9,444.95	\$	1,019.05	copier lease
	Region III Vocational School Debt		ongoing	*		\$	- 1,010.00	Debt Service
	Retiree Health Insurance-yearly		ongoing	\$	19,118.52	\$		08-09 retiree calculations
Millinocket	State Street Bank		11/1/2018	e	3,039,980.00	\$	969,426.98	
	US Bank Project 1		12/1/2008		15,859.74	-	303,420.30	roof project
	US Bank Project 2		11/1/2011		17,708.00		-	roof project 2
	GORHAM SAVINGS COPIERS		7/15/2009	*	25549.18			copier lease
	GE Capitol (Transco copiers)		11/20/2012		6,242,40	Ψ.	1,770.00	copier lease prin/interest
	copier lease for Central office		11/20/2012	Ψ	0,472.70			\$1125 CO copy share
	Retiree Health Insurance-yearly		ongoing	\$	560,620.82	\$	-	08-09 refiree calculations
Woodville	Retiree Health Insurance-yearly		ongoing		\$420			08-09 retiree calculations
All debt will remain t	he responsibility of the individual SAU							

SUNRISE PEAK SCHOOL DISTRICT EXHIBIT 7A CURRENT CENTRAL OFFICE EMPLOYMENT CONTRACTS

	Exhibit 7-A Current Ce	ntral Office Empl	Exhibit 7-A Current Central Office Employment Contracts as of	7/1/2008
SAU	Position	Expiration date	Labor Affiliation	
Millinocket				
	1/2 Superintendent	6/30/2011 none	none	
	1/2 Special Ed Director	6/30/2010 none	none	
	1/2 Curriculum Coordinator	6/30/2010 none	none	
THE PROPERTY OF THE PROPERTY O				
Union 113				
	1/2 Superintendent	6/30/2011 none	none	
	1/2 Special Ed Director	6/30/2010 none	none	
	1/2 Curriculum Coordinator	6/30/2010 none	none	
	Business Mg/Admin Asst.	6/30/2010 none	none	
	1/2 Sp Ed Secretary	6/30/2009 AFSME	AFSME	

7A CO employment contracts

SUNRISE PEAK SCHOOL DISTRICT EXHITIB 7B

CENTRAL OFFICE NON-CONTRACTED PERSONNEL

7B Central Office No	n-Contracted Personnel as	of July 1 2008
SAU	Position	
Union 113		
	Payroll Clerk/Secretary	
	3/4 Accounts payable/ Secretary	
	1/2 Sp Ed Secretary	
Millinocket School Dept.		
	1 Financial Advisor/Bookeeper	
	1 Administrative Asst/Secretary	
1.00	1 Special Ed Secretary	
	3/4 Sp Ed/Title1 Bookeeper	

SUNRISE PEAK SCHOOL DISTRICT EXHIBIT 7C OTHER MISCELLANEOUS CONTRACTS

	7C Other Miscellaneou	us Contracts as of 7-1-08	
SAU	Company	Product Serviced	Expiration date
Millinocket			•
	Honeywell	Heating System	6/30/2010
	Region III Vocational School		ongoing
	Region III Vocational School		ongoing
	Part time psychologist	Fink	6/30/2009
	Part time OT	Fugazzi/Tardy	6/30/2009
	Part Time Speech	Field/Davis	6/30/2009
	Part time PT	Lifer	6/30/2009
	Dave's Curbside Pickup	Trash removal	6/30/2009
	Seacost Security	Alarm system	ongoing
Medway			
	Siemens	Heating System	6/30/2009
	Region III Vocational School		ongoing
	Region III Vocational School	Vocational School	ongoing
	UT Bus Contract	Bus Contract	6/30/2010
	Seacost Security	Alarm system	ongoing
	Part time psychologist	Fink	6/30/2009
	Part time OT	Fugazzi	6/30/2009
	Part time PT	Lifer	6/30/2009
	Part Time Speech	Davis	6/30/2009
	Woodville	Bus contract	6/30/2009
Millinocket	Honeywell	Heating System	6/30/2009
	Region III Vocational School		ongoing
	Region III Vocational School		ongoing
7	Simplex Grinnell	Muti-Security	ongoing
	Bragdon Bus Service	Bus Contract	6/30/2014
	UT Bus Contract	Bus Contract	6/30/2009
	Part time psychologist	Fink/Celeberti	6/30/2009
	Part time LSW	Kline	6/30/2009
	Part time OT	Winters/Tardy	6/30/2009
	Part Time Vision therapist	Murray	6/30/2009
	Part Time Speech	Field	6/30/2009
	Part time PT	Lifer	6/30/2009
	Otis	Elevator	ongoing

SUNRISE PEAK SCHOOL DISTRICT EXHIBIT 7D

CURRENT NON-CENTRAL OFFICE EMPLOYMENT CONTRACTS

	Exhibit 7-D Current Non-C	entral Office Empl	ovment Contracts	s as of 7-1- 08
(1		
SAU	Position	Expiration date	Labor Affiliation	
East Millinocket				
	Guidance Director	6/30/2010	none	
	LSW	6/30/2009	none	
	Elem. Prin	6/30/2010	none	
	HS Prin	6/30/2009	none	
:	1/2 School nurse	6/30/2010	policy no contract	
	1/4 Adult Ed Dir	6/30/2009	none	
Medway				
	Transportation Director	6/30/2010	none	
	MS Prin.	6/30/2010	none	
	1/2 School nurse		policy no contract	
Millinocket				
	Facility Maintenance Supervisor	6/30/2010	none	
	Food Service Director	vacant	none	
	Guidance Director	6/30/2010	none	
	Technology Director	6/30/2010	L	
	Elem Principal	6/30/2009		
	Middle School Prin	6/30/2010		"
	HS Prin	6/30/2009		*
	1/4 Adult Ed Dir	6/30/2009		

SUNRISE PEAK SCHOOL DISTRICT Subsidy Distribution 11/14/2008

Uses 08-09 subsidy data	1	Millinocket	Ea	st Millinocket		Meday	,	Totals			
uses variations in % of actual budgeted	-					ĺ					
£ .	1.										
i											
					_	i					
(i) - Debt Service Allocation-line 47	\$	-	\$	_	\$	- 1				Sp. ED. Dist.	students
Gifted & Talented 07-08 expenditure calculations	i					·				Milinocket	94
(ii) - Gifted & Talented-line 31 (based on 07-08 expenditure percentages)		13,855					i		13,855	East Millimoc.	72
Vocational Education 07-08 expenditure calculations										Medway	28
(iii) - Vocational Education-line 34 (based on 07-08 exp. percentages)		267,991	\$	130,559.00	\$	93,269.00		·	491,819		194
							··			Distribution - 279	
(iv) - Bus Purchases-line 36 (07-08 purchases)	1 .				\$	15,290.00			15,290	Millinocket	\$630,614
Special Education 08-09 expenditure calculations										East Millinoc.	\$222,826
(v) - Special Education-line 32 (based on identified student percentages)		630,614		\$222,826		\$149,659		\$ 1	,003,099.00	Medway	\$149,659
Special Education minimum subsidy adjustment	- !							i	*		\$1,003,099
Actual subsidy adjustment form ED 279						· ·				Transp. All.	
Transportation 07-08 expenditure calculations (vi) - Transportation-35 (based on 07-08 expenditure percentages)		144,232	*	67,723.08	-	52,104.06			264.050	Millinocket	\$166,011
(VI) - Transportation-35 (based on 07-06 experiditure percentages)	-	144,232	4	07,723.00	Ψ.	32,104.00			204,000	East Mill.	\$41,414
(vii) - K-8 Small School Adjustment	+									Medway	\$56,634
(11) 11 - 11 - 11 - 11 - 11 - 11 - 11 -	+-									· ··· ,	\$264,059
(vii) - 9-12 Small School Adjustment	+						-			Road Miles	,
, , , , , , , , , , , , , , , , , , , ,										Millinocket	53.6
(viii) - K-8 Disadvantaged Students							• • •	\$	-	East Mill.	25.3
	İ							\$	262,434	Medway	74.6
(ix) - 9-12 Disadvantaged Students	- 1							\$			153.5
180501								5	173,326		
(x) - K-8 Limited English Proficiency Students										Teacher FTEs	
						,				Milinocket	45.25
(xi) - 9-12 Limited English Proficiency Students	_				<u> </u>					East Mill.	34.75
TOTAL C (ITEM A)	-	4 050 604 90		£404 400	_	£240 220			£4 700 400	Medway	15 95
TOTALS (ITEM A)	\$	1,056,691.86		\$421,108	├	\$310,322			\$1,788,122		- 54
										07-08-Sped	
TOTAL AOS ALLOCATION-LINE 49		\$4,472,981		\$2,055,881	\vdash	\$1,498,461			\$8,027,323		\$927,457
- TOTAL MOONELOOM NOVE EINE 40	+	ψτ,ττ.2,00 ;		\$2,000,001		\$1,700,701			4 -,,	East Mill.	\$355,639
(xii) - REMAINING BALANCE OF TOTAL ALLOCATION		\$3,416,289		\$1,634,773		\$1,188,139		i	\$6,239,201		\$170,471
Y -7											\$1,453,567
Average Calendar Year Pupils	1	591.0		277.5		213.5		1,0	182.0	İ	
% of Total Calendar Year Pupils		54.62%		25.65%		19.73%					
P¢		52.22000%		30.16000%		17,61000%					
					<u> </u>						
								<u> </u>		Trans.exp. 05-6	
(xi) PORTIONMENT OF REMAINING BALANCE		\$3,416,289		\$1,634,773	_	\$1,188,139		!		Millinocket	\$150,986
OF TOTAL ALLOCATION (X% (ITEM B)	\$	0.05486817080	\$	0.06090970	\$	0.016907870	\$ 0.13	!		East Millinocket	\$37,883
DESIROED TOTAL ALLOCATION DED LINES 4-4-1 APPENDIX A B DV	_	£4.470.004		\$0.0CC.004	_	\$4 60D 404		ļ	60 807 202	Medway	\$51,956 \$240,825
REVISED TOTAL ALLOCATION PER UNIT (totals of ITEMS A & B)		\$4,472,981		\$2,055,881	1	\$1,498,461		-	\$8,027,323		ΨZ40,0Z
LESS LOCAL CONTRIBUTION		1,944,368		1,258,255	 	386,450		s :	የ ድጽዓ በ73 ሰሰ	Sped Base 08-09	allocation
EEGO EOGAE GONTAGOTTON		2,074,000		1,200,200		000,400		 	.,	Millinocket	\$470,169.00
EQUALS SUBSIDY (PER INTERLOCAL AGREEMENT)	+	\$2,528,613		\$797,626		\$1,112,011	*	 		East Millinocket	\$228,207.00
The state of the s	_	+		*,		**,,,,,,,		 		Medway	\$179,373.00
ACTUAL 2008-2009 SUBSIDY (BEFORE AOS)	\$	2,528,613.00	\$	797,626.00	\$	1,112,011.00		\$ 4	4,438,250.00		\$877,749.00
, , , , ,			Ė		Ė						1
DIFFERENCES FROM ACTUAL (USING INTERLOCAL AGREEMENT)	\$	(0.01)	\$	0.01	\$	0.90					
			<u> </u>		L						
SUBSIDY ALLOCATION BASED ON A PER PUPIL BASIS**								1			

Exhibin (LA 9
COST SHARING FOR AOS
SUNRISE PEAK SCHOOL DISTRICT

•	COS	COST SHARING for AOS	3 for AOS			
CURRENT COST	EAST MLKT	MEDWAY	MILLINOCKET	WOODVILLE	MLLE	
CENTRAL OFFICE	\$123,912.00	\$86,083.00	\$183,515.00	\$183,515.00 \$393,510.00 \$11,038.00	,038.00	
CURRICULUM	\$28,184.00	\$12,449.00	\$39,133.00	\$39,133.00 \$79,766.00		
SPECIAL ED	\$35,289.00	\$29,563.00	\$130,721.00	\$130,721.00 \$195,573.00		
TOTALS	\$187,385.00	\$128,095.00	\$353,369.00	\$353,369.00 \$668,849.00 \$11	\$11,038.00 1.62% OF TOTAL	TOTAL
	27.56%	18.84%	51,97%	98.38%		
1,100						
		AOS Savings	ings			
CURRENT ROUNDED TO NEAREST	28.50%	19.50%	62.00%			
PERCENT WITH WOODVILLE'S	\$102.767.BE	8432 578 OO	6253 541 33	\$253 541 33 \$670 A87 18	The state of the s	
מארבוו מבו אמבנו באט ואובמאאו	00:1010	00:00:00	200	200		
DIFFERENCE	\$6,382.85	\$4,483.00	\$172.33	\$172.33 -\$11,038.18		

SUNRISE PEAK SCHOOL DISTRICT EXHIBIT 13-E

CURRENT NON-CENTRAL OFFICE EMPLOYMENT CONTRACTS

Exhibit 13-E

SAU	Type of contract	Membership	Labor Affiliation	Expiration date
East	East	Teachers	MEA/NEA	8-31-08
Millinocket	Millinocket			
School	School Board			Or 8-31-11
Department	and East			
z cp cz	Millinocket			
	Teachers			
	Association			
	Teacher			
	Contract			
	East	Full time:	American	6-30-09
	Millinocket	Custodians	Federation of	
•	School Board	Clerical	State, County	
	and full time	Kitchen	and Municipal	
	Custodians,	personnel	Union	
	Secretaries,		Employees	
	Cooks		Union,	
			Council93,	
			Local 2177	
	:		AFL.CIO	
	East	Ed- Tech I, II,	MEA/NEA	6-30-09
	Millinocket	III, IIIA		
	School Board	Associate		
	and East	Specialist III		
	Millinocket			
	Educational			
	Association Ed-			
	Tech			
	Bargaining Unit			
Medway	Medway	Teachers	MEA/NEA	8-30-11
School	School Board			
Department	and Medway			
1 .*	Teachers		} *	
	Association			
	Teacher		ļ	
	Contract			
	Medway	Ed- Tech I, II,	MEA/NEA	6-30-09
	School Board	III, IIIA		
	and Medway	Associate		
	Educational	Specialist III		
	Association Ed-			

SUNRISE PEAK SCHOOL DISTRICT EXHIBIT 13-E

CURRENT NON-CENTRAL OFFICE EMPLOYMENT CONTRACTS

CORRE	Tech	M OTTICE ENIT		
	Bargaining Unit			
The state of the s	Millinocket	Teachers,	MEA/NEA	8-31-08
Millinocket	1	•	WILLIAM	0 51 00
School	School	Nurse,		Or 8-31-11
Department	Committee and	Guidance		01 0-31-11
	Millinocket	Counselors,		
	Educational	Social Worker		. [
	Association			
	Teacher			
	Contract			
	Millinocket	Special Ed-	MEA/NEA	8-31-08
	School	Tech I, II, III		
	Committee and	Title I Ed Tech		Or 8-31-11
	Millinocket	Ш		
	Educational	Food Services:		
<u> </u> 	Association	Manager, Food		
	(Support	Specialist,		
	Personnel)	Assistant		
	Millinocket	Custodians,	MEA/NEA	8-31-08
	School	Secretaries, Ed		
	Committee and	Techs		Or 8-31-11
	Millinocket			
	Educational		ļ	
	Association			
	(Support			
	Personnel)			
	Custodians,			
	Secretaries, Ed			
	Techs			
1	1 ecus		<u> </u>	

ILA Signature Page

WITNESS:	Dast Wannocket School Department
May Delantes	BY: John Sestion
	Board of School Directors Date: //- 28-, 2008
Mary Ilantin	BY: Sugar Man Star Board of School Directors Date: 1/30/08, 2008
WITNESS:	Millinocket School Department BY:
WITNESS:	APPROVED FOR COMPLIANCE WITH APPLICABLE LAW PURSUANT TO 30-A M.R.S.A. §2205
	BY: Susan M. Gendron State of Maine Commissioner of Education Date: